

PURCHASE ORDER

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THE DISTRICT SCHOOL BOARD OF COLLIER COUNTY



C/O Business Services Department  
5775 Osceola Trail  
Naples, Florida 34109

PH: (239) 377-0047 FX: (239) 377-0074

Purchase Order Number: 10002282

Date 07/08/09 Page 1 of 1

Special Instructions: BLANKET Buyer: NS

\*\*\* REPRINTED 07/27/09 \*\*\*

V E N D O R	V0000023308 SCHOOLHOUSE CONSULTING GROUP 571 KINGSBURY TER	S H I P	-9210 239-377-0212 SUPERINTENDENT'S OFFICE 5775 OSCEOLA TRAIL
	WELLINGTON FL 33414-0000		NAPLES FL 34109

E-20-0210864

TAX EXEMPT NO. 85-8012621827C-2  
A 188126 (FEDERAL) FEID 59-6000557

Quantity	Unit	Item Description	Unit Price	Extended Amount
1	BLKT	EDUCATIONA CONSULTING SERVICES AS PER AGREEMENT DATED 6/5/09	24,900.0000	24,900.00
BID# / QUOTE#:			TOTAL	24,900.00

REQUISITION # / DATE:						
RF	FUND	FUNC	OBJ	CNTR	PROJ	A M O U N T
	100	7200	310	9210		24,900.00

FOR INTERNAL USE ONLY  
This is not a valid purchase order

THE DISTRICT SCHOOL BOARD OF COLLIER COUNTY IS AN EQUAL ACCESS / EQUAL OPPORTUNITY INSTITUTION FOR EDUCATION AND EMPLOYMENT

FILE COPY

Panel: \_\_\_\_\_ F201. Invoice Query Year: 2010

P Vendor	Invoice	Inv Date	PO	TSLC	Tran Nbr	T Batch	N
V	V0000023308	F	10002282				
		T					

Vendor	Invoice	Inv Date	PO	TSL C	Amount	Check N
V0000023308	301	06152009	10002282	SCP 5	12450.00	000106427C 07232009

Total 12450.00

1=Hlp 3=Exit 4=Prpt 5=Refr 7=Bwd 8=Fwd 11=View 12=Esc  
No additional records. Upd 07/22/2009 12:56:58 GOYETTTSU



BLANKET MANUAL

CONSULTANT NAME, ADDRESS AND PHONE # Schoolhouse Consulting Group 571 Kingsbury Terrace Wellington, FL 33414	V# 23308	SHIP TO 9210	SCHOOL OR DEPARTMENT Superintendent	
	FUND 100	FUNC 7200	OBJECT 310	BUDGET CENTER 9210
	PROJECT		BID/QUOTE #	

### EDUCATIONAL CONSULTANT'S SERVICES AGREEMENT

THIS AGREEMENT dated the 5<sup>th</sup> day of June, 2009, between the District School Board of Collier County, Florida, (BOARD) and Schoolhouse Consulting Group (CONSULTANT) recite the following mutually agreeable terms between the parties:

- TERM:** The term of this Agreement shall begin on 7/1, 2009 and shall terminate on 6/30, 2010. However, upon recommendation of the Superintendent of Schools, this Agreement may be terminated with or without cause after thirty (30) calendar days notification to the CONSULTANT. The CONSULTANT shall notify the BOARD, in writing, at least sixty (60) calendar days prior to voluntarily severing or terminating this Agreement. In the event the BOARD terminates the services of the CONSULTANT for convenience, CONSULTANT'S recovery against the BOARD shall be limited to that portion of the compensation earned through the date of termination and the CONSULTANT shall not be entitled to any other or further recovery against the BOARD, including but not limited to, damages or any anticipated profit on portions of the work not performed.
- DUTIES:** The CONSULTANT shall report to and coordinate activities with the administrator (insert name) Dr. Thompson (ADMINISTRATOR) responsible for performance under this agreement. The specific duties shall be listed in narrative form and be attached to this agreement as APPENDIX "A".
- EXPENSES:** The BOARD shall not be liable or responsible for any expenses of the CONSULTANT. The BOARD considers the compensation enumerated in Item 6 to be all inclusive. Any and all expenses such as travel to, from and within Collier County, lodging, sustenance, materials, supplies and equipment necessary must be included into the daily rate or the per engagement fee. The BOARD is required by Internal Revenue Service regulations to report amounts paid to consultants and other service providers. The BOARD does not accept any responsibility for apportioning amounts paid to reflect any expenses of the CONSULTANT.
- COMPENSATION:**
  - The BOARD shall provide \$ 24,900.00 as compensation for the duties detailed in Appendix A. Payments may be contingent upon completion of individual phases of the assignment and payment shall be made in the amounts and phases set forth in Appendix A.
  - The CONSULTANT, upon completion of the specified duties, shall submit an invoice to the school system ADMINISTRATOR.
  - The BOARD shall issue payment within 20 days of receipt in the Business Office of the invoice certified for payment by the ADMINISTRATOR.
  - An IRS W-9 form must be attached. Payments to individuals must reflect a SS#. Payments to companies must reflect a taxpayer identification number.
- BENEFITS:** The BOARD shall have no responsibility or obligation whatsoever for Workers' Compensation, Unemployment Compensation, life insurance, health care, retirement or any other benefit of or to the CONSULTANT. The CONSULTANT shall be considered to be an independent contractor without any rights afforded to an employee. The CONSULTANT shall also be expected to provide all insurance coverage necessary to protect the CONSULTANT and any employees or agents of the CONSULTANT.
- INJURIES:** The CONSULTANT acknowledges the CONSULTANT'S responsibility to obtain appropriate insurance coverage for the benefit of the CONSULTANT and his/her employees. The CONSULTANT waives any rights for recovery from or for any injuries that may be sustained while performing services under this agreement.
- INDEMNIFICATION:** The CONSULTANT agrees to indemnify and hold harmless the District School Board of Collier County, Florida, (BOARD) from all claims, losses, expenses and fees including attorney fees, costs and judgements that may be asserted that are the result of the acts or omissions of the CONSULTANT or the CONSULTANT'S employees or agents.
- ASSIGNMENT:** The CONSULTANT'S obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without the prior written consent of the ADMINISTRATOR.
- INTELLECTUAL PROPERTY:** Intellectual Property shall be defined as copyrightable works, ideas, discoveries, inventions, applications for patents and patents. Any improvements to Intellectual Property held by the CONSULTANT, further inventions or improvements, and any new items of Intellectual Property discovered or developed under the terms of this Agreement shall be the property of the BOARD. The CONSULTANT shall sign all documents necessary to perfect the rights of the BOARD in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents.
- TERMINATION:** Notwithstanding any other provision of this Agreement, the Superintendent may terminate this Agreement without the notice provided for by section 2 of this Agreement, for early completion of the project, financial exigency and or any just cause. In the event the BOARD terminates the services of the CONSULTANT for cause and it is determined for any reason that the CONSULTANT was not at fault or that its default was excusable, then the CONSULTANT'S remedies against the BOARD shall be the same as and limited to those afforded to the CONSULTANT under section 2 above.
- WAIVER OF BREACH:** The waiver by the BOARD of a breach of any of the provisions of this Agreement by the CONSULTANT shall not operate or be construed as a waiver of any subsequent breach.
- ENTIRE AGREEMENT:** This instrument contains the entire Agreement between the parties. It may not be modified other than by a written agreement, signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. This agreement shall not be binding until all signatures are affixed hereto.
- SAVINGS CLAUSE:** If during the term of this Agreement, it is found that a specific clause is illegal under federal or state law, the remainder of the Agreement shall not be affected but shall remain in full force and effect.
- LAWS IN EFFECT:** This Agreement shall be governed by the laws of the State of Florida and any action to enforce any provision of the Agreement shall be filed in Collier County, Florida.

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

For CONSULTANT Date 6/15/09  
Signature  
Print Name Vernon A. Pickup-Crawford  
Address 571 Kingsbury Terrace  
Wellington, FL 33414  
20-0210864  
SS# or TIN

For BOARD Date 6/25/09  
The District School Board of Collier County, Florida  
Chief Academic Officer  
Chief Operational Officer

IN WITNESS WHEREOF, the parties have executed this Agreement upon the dates indicated.

Deborah Naidenoff  
Witness for CONSULTANT

ADMINISTRATOR, The District School Board of Collier County

Date
Certification of Completion

31101 Rev 09/06

White: Consultant Green: Asst. Supt. Yellow: A/P Pink: Receiving Copy Gold: Administrator